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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/932,388	08/17/2001	William R. Maulsby	36891.0000	4444

7590 01/04/2006

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EXAMINER	
RUHL, DENNIS WILLIAM	

ART UNIT	PAPER NUMBER
3629	

DATE MAILED: 01/04/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/932,388	MAULSBY ET AL.	
	Examiner	Art Unit	
	Dennis Ruhl	3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *29 September 2005*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-6,8,10,12,14,26,28-32 and 47-76* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-6,8,10,12,14,26,28-32 and 47-76* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____.

Applicant's response and amendment of 9/29/05 has been entered.

1. The amendment filed 9/29/05 is objected to under 35 U.S.C. 132(a) because it introduces new matter into the disclosure. 35 U.S.C. 132(a) states that no amendment shall introduce new matter into the disclosure of the invention. The added material which is not supported by the original disclosure is as follows: the limitation in claim 76 that the ground transportation coordinator is also not a ground transportation operator. The examiner does not see where the specification as originally filed disclosed this limitation. From the definitions set forth in the specification for "seat chartering coordinator" (assumed to be the same as ground transportation coordinator) and "operator", nothing excludes them from being both a coordinator and an operator at the same time. Applicant has failed to provide any showing of where support comes from for this limitation and it is found to be new matter. The examiner requests that applicant provide a showing of where support can be found for this limitation in the specification as originally filed.

Applicant is required to cancel the new matter in the reply to this Office Action.

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

> The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claim 76 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which

was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. The claim is rejected for the same reason as set forth in the objection to the amendment.

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

5. This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

6. Claim 76 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Packers.com" and "Packerfantours.com", which disclose the invention substantially as claimed in view of Packerfantours.com article A.

Packers.com discloses a web site for the Green Bay Packers. Packers.com is interpreted to be the claimed "content page". The web site includes a hyperlink to "packerfantours.com" where fans can arrange for transportation to an event, which can be any of the Packer's football games, or the Super Bowl, Pro Bowl, etc.. When a consumer clicks on the link for Packerfantours.com on the content page (Packers.com), they are taken to the Packerfantours.com web site (substantially simultaneously). This satisfies the claimed "portion of a content page has been selected" language of the claim. The claimed obtaining details about an event (time, location) of a marketing partner are present in Packerfantours.com. The web site discloses that the 2000-2001 schedule is available and this includes the time and location (home or away games) as claimed. These details were necessarily obtained so they could be displayed on the web site. The marketing partner is the Green Bay Packers. When the Packerfantours.com web site is displayed to the consumer, data indicative of a ground transportation service is displayed. The web site discloses that transportation service to games is available for purchase and this satisfies what is claimed. The Packerfantours.com web site includes an "Order Now" link so that one can order a transportation package.

Not disclosed is that the "Order Now" link allows the consumer to submit the order for transportation by using the 2nd computer (consumer computer) to transmit the order to the first computer. Also, not disclosed is that the order indicates the number of seats needed and the event.

With respect to the claimed limitation of the first computer receiving the order for transportation, as stated previously, packerfantours.com discloses an "order now" link on their home page. Packerfantours.com article A discloses that as of March 2000, the same company (i.e. packerfantours.com) had a link that was labeled "Click here to order online". It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the "Order Now" link result in the taking of order information online as is disclosed by the packerfantours.com article A, which would result in the order information being transmitted to the first computer (owned by packerfantours.com). One of ordinary skill in the art would be motivated to provide packerfantours.com the ability to take orders online because packerfantours.com article A disclosed this feature.

With respect to the recitation that the order comprises the amount/number of seats requested and identification of the event, one of ordinary skill in the art would have been motivated to request this information because you must know how many persons you are providing transportation for (so you don't overbook the trip) and you must know what the event is that they are requesting transportation to. It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the order information contain the number of seats requested and an identification of the event that you are going to attend.

7. Claims 1-6,8,10,12,14,26,28-32,47-75, are rejected under 35 U.S.C. 103(a) as being unpatentable over "Packers.com" and "Packerfantours.com", which disclose the invention substantially as claimed, in view of packerfantours.com article A and further in view of packerfantours.com article B.

For claims 1,3,8,10,12,14,26,28,30,32,47-52,54,58,59,60,62,66-68,70,74,75, Packers.com discloses a web site for the Green Bay Packers. Packers.com is interpreted to be the claimed "content page". The web site includes a hyperlink to "packerfantours.com" where fans can arrange for transportation to an event, which can be any of the Packer's football games, or the Super Bowl, Pro Bowl, etc.. When a consumer clicks on the link for Packerfantours.com on the content page (Packers.com), they are taken to the Packerfantours.com web site (substantially simultaneously). This satisfies the claimed "portion of a content page has been selected" language of the claim. The claimed obtaining details about an event (time, location) of a marketing partner are present in Packerfantours.com. The web site discloses that the 2000-2001 schedule is available and this includes the time and location (home or away games) as claimed. These details were necessarily obtained so they could be displayed on the web site. The marketing partner is the Green Bay Packers. When the Packerfantours.com web site is displayed to the consumer, data indicative of a ground transportation service is displayed. The web site discloses that transportation service to games is available for purchase and this satisfies what is claimed. The Packerfantours.com web site includes an "Order Now" link so that one can order a transportation package.

Not disclosed is that the "Order Now" link allows the consumer to submit the order for transportation by using the 2nd computer (consumer computer) to transmit the order to the first computer. Also, not disclosed is that the order indicates the route (from a predetermined plurality of routes), the number of seats needed, and the event.

With respect to the claimed limitation of the first computer receiving the order for transportation, as stated previously, packerfantours.com discloses an "order now" link on their home page. Packerfantours.com article A discloses that as of March 2000, the same company (i.e. packerfantours.com) had a link that was labeled "Click here to order online". It would have been obvious to one of ordinary skill in the art at the time the invention was made to have the "Order Now" link result in the taking of order information online as is disclosed by the packerfantours.com article A, which would result in the order information being transmitted to the first computer (owned by packerfantours.com). One of ordinary skill in the art would be motivated to provide packerfantours.com the ability to take orders online because packerfantours.com article A disclosed this feature.

With respect to the recitation that the order comprises the amount/number of seats requested and identification of the event, one of ordinary skill in the art would have been motivated to request this information because you must know how many persons you are providing transportation for (so you don't overbook the trip) and you must know what the event is that they are requesting transportation to. It would have been obvious to one of ordinary skill in the art at the time the invention was made to

have the order information contain the number of seats requested and an identification of the event that you are going to attend.

With respect to the limitation that the order comprises identification of at least one route (from a plurality of routes), packerfantours.com article B, discloses that a consumer can choose to stay at either the Holiday Inn Airport or the Holiday Inn City Centre. Also disclosed is that the order form (that has a link on the website, in 1998) included a designation of what hotel you are staying at, which is also your pickup or departure point to the event because packerfantours.com picks you up at your hotel. Each hotel has a different departure point and would necessarily have a different route to the game for that day. It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide packerfantours.com with the ability to offer two hotels to stay at, and to request that the consumer identify what hotel you are staying at as disclosed by packerfantours.com article B so that they know who is staying where and how many people are departing from each hotel. The choice of staying at the Airport Holiday Inn or the City Centre Holiday Inn is an identification of a route from more than one predetermined route.

Also considered obvious is that the order would specify if you need tickets or not. After all, packerfantours.com is the official source for tickets and tour packages for the Green Bay Packers so specifying whether or not tickets are needed is considered obvious. For claim 32, it is inherent that the instructions for operating the web pages and linking to packerfantours.com is accomplished by using a computer readable storage medium as claimed.

For claims 2,4,29,31,53,55,61,63,69,71, not disclosed is that a confirmation of receipt of the order is provided. It would have been obvious to one of ordinary skill in the art at the time the invention was made to provide the consumer with a confirmation that the order has been received so that the consumer knows the order was received by the service provider and/or so that the consumer has a receipt for the transaction (confirmation of purchase). It is old and well known to provide receipts showing what the consumer ordered and how it was paid for.

For claims 5,56,64,72, not disclosed is that the order specifies a particular seat on a bus, motor coach, or van. It would have been obvious to one of ordinary skill in the art at the time the invention was made to allow the purchaser to reserve a particular seat on the transportation vehicle so that a customer who desires a window seat can be assured of getting a window seat or so that a family traveling together can be assured that they will sit together. The claimed limitation is considered obvious.

For claims 6,57,65,73, not disclosed is when the data for the transportation service is provided. This all depends on when the consumer actually views the packerfantours.com web site. It would have been obvious to one of ordinary skill in the art at the time the invention was made that a fan wishing to go to a particular Packers game and viewing the Packers.com site would view the packerfantours.com web site prior to or at the same time as getting a ticket. The link on the Packers.com web site states "Your official source for Green Bay Packers Game tickets and Deluxe Tour Packages" in big bold letters and one of ordinary skill in the art would be motivated to click on this link if they need tickets and transportation.

For claim 60,68, not disclosed is that the event is a concert or a theatrical event as claimed. Packers.com and packerfantours.com teaches the invention substantially as claimed. They teach cooperation/partnership between an event provider and a transportation provider, where the event provider web site provides a link to the transportation provider web site and the transportation provider displays the logo of their marketing partner. It would have been obvious to one of ordinary skill in the art at the time the invention was made to use the method of Packers.com and packerfantrous.com for other events such as concerts and theatrical events so that other event providers can create a partnership with a transportation provider to market each other's service/product and provide the services that Packers.com and packerfantours.com provides. Claiming the type of event is not considered to be a limitation that would render the claims allowable over the prior art of record, as the event itself does not affect the method at all, and the steps are the same whether it is a sporting event, a concert, or a theatrical play. Reciting the type of event will not be sufficient to distinguish over the prior art of record.

For claims 28,30, the claimed memory and processor are inherent. The data about the event dates and locations are necessarily stored in a memory as claimed so that it is available to be viewed. A processor is inherent because there could be no receipt of order information if no processor was used and with no processor there would be no way to process the order.

8. Applicant's arguments with respect to the claims have been considered but are moot in view of the new ground(s) of rejection.

9. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Dennis Ruhl whose telephone number is 571-272-6808. The examiner can normally be reached on Monday through Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 571-272-6812. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

DENNIS RUHL
PRIMARY EXAMINER